



Request for Qualifications
Civil Engineering and
Construction Management
Services For Tire Derived
Aggregate Applications Contract,
Contract IWM08028

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SECTION I

OVERVIEW

General Information

The California Integrated Waste Management Board (CIWMB or Board) promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CIWMB Contact

California Integrated Waste Management Board
Physical Address: 1001 I Street,
Sacramento, CA 95814
CIWMB Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6649
FAX: (916) 319-7644
EMAIL: contracts@ciwmb.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarter's Building at 1001 I Street, Sacramento, CA 95814.

Service Need

The primary purpose of this contract is to promote the use of waste tires in various civil engineering applications. Through this contract the CIWMB will hire an engineering Consultant to help provide education, design and technical assistance to local and state government agencies and private entities that want to use Tire Derived Aggregate (TDA) in civil engineering applications. The engineering consultant will also provide construction oversight on projects in which shredded tires are used as lightweight fill, vibration attenuation layers, erosion control and other civil engineering application.

This contract may also be used to fund research projects such as: investigating possible environmental impacts of tire shreds on ground water, and exploring new civil engineering applications for waste tires, such as the use of tire chips in sound wall construction to act as an energy dampener. This contract may also be used to provide technical assistance for other civil engineering applications like the development of erosion control options using waste tires and the use of TDA in vibration mitigation for Light Rail lines.

Contract Budget

Subject to the availability of funds and approval by the Board, there is a current maximum budget of five million dollars (\$5,000,000).

The CIWMB reserves the right to amend the budget for this Agreement as needs arise.

Contract Term

The term of this Agreement will span approximately 37 months and is expected to begin in April 2009. Services shall not begin until written notification is received from the CIWMB.

The CIWMB reserves the right to amend the term of this Agreement as needs arise.

Process Type

Request for Qualifications

Process Schedule

This process will be conducted according to the following tentative schedule where all times are reported in Pacific Time :

Advertisement Date	12/15/2008
Written Questions Due by 5:00 pm	1/21/2009
Statement of Qualifications (SOQs) Due by 2:00 pm	2/11/2009
Oral Interviews Conducted with Highest Ranked Firms	3/9/2009
Negotiations begin with Most Qualified Firm	3/12/2009
Post Notice of Intent to Award (Award pending Board approval of Contractor)	3/16/2009

SECTION II

RULES AND CONDITIONS

Introduction

There are conditions that this RFQ, submitting firm's Statement of Qualifications (SOQ) and resulting Agreement are subject to and/or requirements for which the firm must comply. Any concerns or issues with any of the conditions, including those referenced below under Commitment must be addressed during the Question and Answer period of this RFQ.

Commitment

Upon submittal of a SOQ, the Contractor has committed to comply with the following requirements:

- All items noted in RFQ documents
- Special Terms and Conditions available for viewing at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the proposer fails to meet any of the requirements or comply with the CIWMB requests, the CIWMB can reject, disqualify, or remove the firm from the process.

The CIWMB is not committed to award an Agreement resulting from this RFQ. In addition, award of this Agreement does not obligate the CIWMB to issue any work orders and the successful Contractor shall have no claim for damages or compensation for anticipated profits should the CIWMB not issue any work orders.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the contractor's participation in the RFQ process are at the firm's expense.

No costs incurred by the contractor participating in the RFQ process will be reimbursed by the CIWMB.

Information

All information obtained or produced during the course of the Agreement will be made available to the CIWMB.

Any information submitted in response to this RFQ will be available for public inspection and will be public information subject to the Public Records Act and Public Contract Code. Designation of information as "confidential" or "trade secrets" may result in the proposal being deemed non-responsive and may be grounds for disqualification of the proposal.

RULES AND CONDITIONS CONTINUED

Written Questions	<p>The RFQ includes a formal question and answer period in which proposers have the opportunity to submit questions regarding the RFQ. All questions must be submitted in writing either by mail, fax, or e-mail to the CIWMB Contact as listed in Section I. Correspondence must be marked "Questions Relating to RFQ IWM008028". The questions and answers will be published in an Addendum to the RFQ (see below-Addenda). The addenda will not divulge the source of the request.</p>
Addenda	<p>The CIWMB reserves the right to amend, alter, or change the rules and conditions of this RFQ. Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFQ should immediately be reported to the CIWMB prior to the deadline for submission of written questions. Proposers seeking clarification of the RFQ requirements must submit questions during the written question and answer period. The CIWMB will issue addenda to address all issues. Receipt of Addenda must be acknowledged as indicated in Attachment A, section G, "Acknowledgment/Authorization Form." All addenda to this RFQ can be viewed on the Contracts Unit website at www.ciwmb.ca.gov/contracts.</p>
Modification of Submittals	<p>A SOQ submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:</p> <ul style="list-style-type: none">• Provide a written request• Identify the requesting individual and their association to the proposer <p>A Proposal cannot be withdrawn for modification after the submittal deadline has passed.</p>
Errors in Submittals	<p>An error in a Proposal package may be cause for rejection of that proposal.</p> <p>The CIWMB may make certain corrections, if the Proposer's intent is clearly established based on review of the complete proposal.</p>
Unreliable List	<p>Any contractor or subcontractor currently on the CIWMB Unreliable list, is ineligible to apply for or participate in this contract.</p>
Governance	<p>If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.</p> <p>This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.</p> <p>All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.</p> <p>The person signing this Agreement on behalf of the Contractor certifies under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California. This statement may be included on the cover letter of the SOQ.</p>
Negotiating State Contracts	<p>This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC 6611.</p> <p>If any of the conditions identified in PCC 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.</p>

RULES AND CONDITIONS CONTINUED

Electronic Waste Recycling Use Tax	<p>If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.</p> <p>If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.</p>
Small Business (SB) Preference	<p>Any Proposer competing in this process as a California Certified Small Business (SB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).</p> <p>The CIWMB will apply the preference per State law and as described on the DGS website at http://www.pd.dgs.ca.gov/smbus/sbpref.htm .</p> <p>Proposer's are encouraged to provide a copy of the OSDS certification with the proposal package.</p>
Disabled Veterans Business Enterprise (DVBE) Preference	<p>If DGS has established a preference program for DVBEs submitting a proposal in response to a State contract on or before the due date for submittal of SOQs in response to this RFQ, the preference will be applied per State law and as described on the DGS website at http://www.pd.dgs.ca.gov/smbus/default.htm.</p> <p>Proposer's are encouraged to provide a copy of the OSDS certification with the proposal package.</p>
Subcontractors	<p>All subcontractors identified in the proposal must be experts in their respective disciplines and capable of performing the tasks for which they are hired.</p> <p>If awarded the agreement, the contractor must use all of the SB and DVBE firms identified on the Small Business/DVBE Participation Summary, Attachment F.</p> <p>The CIWMB reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged.</p>

SECTION III**PROPOSAL SUBMITTAL REQUIREMENTS**

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

The CIWMB may reject any Proposal if it is conditional, incomplete or contains irregularities.

The CIWMB may waive an immaterial deviation in a Proposal, if deemed in the best interest of the CIWMB.

Deadline

The proposal package must be received by the CIWMB, at the address listed in Section I, Overview, by 2:00 p.m. on February 11, 2009.

Proposals received after the deadline, will be considered late and returned to the Proposer unopened.

Addressing

The proposal package must clearly state that it is in response to this RFQ and note the RFQ number with the direction of "Mailroom – Do Not Open."

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Three (3) bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document.

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by the CIWMB.

Document Printing

All documents must be submitted double-sided on paper with 100% post-consumer recycled content fiber. The cover letter (see below) must attest to the percentage of recycled content in the paper used for the proposal or include the ream wrapper as proof.

Contract Eligibility

The Proposer must include a written declaration in the cover letter (see below), stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
 - b. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
 - c. Name, title, address, telephone number, and e-mail address of individual(s) with authority to negotiate and execute a binding Agreement on behalf of the Proposer;
 - d. Statement that the submission is a firm and irrevocable offer for a 90-day period; and
 - e. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the SOQ package.
 - f. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286.
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PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED

Table of Contents

The information must be organized as presented here with corresponding page references (i.e., Summary, Methodology, Organization, etc.)

Statement of Qualifications

Proposers shall respond to all items in the SOQ form (Attachment A). If the answer to any item is "Not Applicable" or "None" so state in the designated space on the SOQ form. If there is no response for an item, the SOQ package may be considered non-responsive and the submittal may be rejected. The following information is provided as clarification of the requirements of some subjects contained within the SOQ but is not a complete list of all information required for inclusion in the Proposers submittal:

a. References: Proposers must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the SOQ. References who are employees of the firm submitting the SOQ or employees of firms legally associated with the Proposer submitting the SOQ will not be considered as valid references. Experience or qualifications that cannot be confirmed by CIWMB staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded.

b. Organizational Chart: Proposers must provide an organizational chart identifying the Project Manager and any other key personnel or subcontractors who will be providing services under the agreement in Section H.

A résumé for each of these personnel must be submitted with the SOQ. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall indicate other primary employees of the Proposer and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Proposer or a subcontractor.

c. Personnel Information: Include a list of all personnel who will perform the activities described in Section V, Subsection A, Scope of Work, including a summary of similar work performed by these personnel. Include a resume indicating related experience for each employee. Proposer must be able to provide, within a reasonable time frame, those personnel listed in the SOQ for support of the SWCP as needed.

d. Additional Information: Proposers may provide any additional information that demonstrates the Proposers' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Proposers' capabilities to perform work identified in Section V, Subsection A.

e. Partners/Subcontractors: The variety of work may require resources beyond capabilities of some Proposers. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Proposer, shall be indicated on the appropriate forms in the SOQ. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

Any additional information that demonstrates the abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the SOQ shall be clearly identified as employees of a subcontractor.

PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED

Illness and Injury Prevention Program (IIPP)

The Contractor shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b). The IIPP shall apply to all employees involved in the Agreement. Each subcontractor involved in the Agreement shall also have a current company IIPP.

The Contractor shall at all times be responsible for the protection of its employees and the public. Review of the Contractor's IIPP by CIWMB Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Project Manager or on-site project support staff shall be at the site whenever work is being performed, unless otherwise authorized by CIWMB Staff.

Prior to site entry, the Contractor shall ensure that:

1. Adequate work planning, health and safety, and operating procedures have been accomplished;
2. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
3. Equipment and materials are on-hand to safely and efficiently complete the work; and
4. Proper site access authorization has been obtained.

Licenses

The Contractor shall be an individual or firm licensed to do business in California. Required documentation includes the following as applicable:

- A copy of the Proposer's county/city issued license with proof of expiration date must be included with the Proposal submittal.
- Pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Engineers and Land Surveyors performing professional duties must be licensed in the State of California, additionally, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.

Compliance with Government Code Section 87100

Attachment C must be completed and submitted with the SOQ package.

Public Contract Code Sections 10162 & 10285.1 & Non- Collusion

Attachment D must be completed and submitted with the SOQ package. Attachment D includes the following provisions: 1) Public Contract Code Section 10162 Questionnaire, (2) Public Contract Code Section 10285.1 Statement, and 3) a Non-Collusion Affidavit.

Small Business (SB) Participation

The CIWMB expects a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function. All Proposers shall acknowledge on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to submit evidence with each Work Order that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package **if** the Proposer is a certified Small Business firm or if the Proposer has identified qualified Small Business firms as subcontractors at the time of SOQ submittal.

PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED

Small Business (SB) Participation (continued)

The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms. The Participation Summary (see Attachment F) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachment F) must be completed and submitted with the Work Plan for each Work Order.
- If the Proposer has made a good faith effort (see Attachment G) to meet the 25% goal and has been unable to secure a certified OSDS SB, a Demonstration of Good Faith Effort (see Attachment G) must be completed and the Participation Summary (See Attachment F) must indicate the percentage (even if zero) of services that will be provided by the SB. Both forms must be submitted with the Work Plan.

Disabled Veteran Business Enterprise Participation (DVBE)

The CIWMB expects a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

All Proposers shall acknowledge on Attachment E that they will comply with this requirement or make good faith efforts to meet this goal. If awarded an Agreement, the Contractor will be required to submit evidence with each Work Order that it has either met these participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G).

Attachment F must be completed and submitted with the SOQ package if the Proposer is a certified DVBE firm or if the Proposer has identified qualified DVBE firms as subcontractors at the time of SOQ submittal.

The participation goal for each Work Order can be achieved by a combined effort of the prime and/or any subcontractors, that includes:

- If the Proposer is a Certified OSDS DVBE, as defined in Section VII Definitions and Terms. The Participation Summary (see Attachment F) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachment F) must be completed and submitted with the Work Plan for each Work Order.
- If the Proposer has made a good faith effort (see Attachment G) to meet the 3% goal and has been unable to secure a certified OSDS DVBE, a Demonstration of Good Faith Effort (see Attachment G) must be completed and the Participation Summary (See Attachment F) must indicate the percentage (even if zero) of services that will be provided by the DVBE. Both forms must be submitted with the Work Plan.

Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for EZA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

PROPOSAL SUBMITTAL REQUIREMENTS CONTINUED

**Enterprise Zone Act
(EZA)
(continued)**

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

**Target Area Contract
Preference Act
(TACPA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for TACPA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

**Local Agency Military
Base Recovery Act
(LAMBRA)**

If the budget for services outlined in this announcement, exceeds \$100,000, the CIWMB will grant a preference for LAMBRA qualified proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.ciwmb.ca.gov/contracts/forms.

Introduction

The CIWMB will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFQ, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Grounds for Rejection

The CIWMB may reject any SOQ package if it is conditional, incomplete, or contains irregularities. The CIWMB may waive immaterial deviations and the SOQ package may be evaluated based on the information provided when considered to be in the best interest of the CIWMB. Waiver of an immaterial deviation shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the Agreement requirements. Grounds for rejection of a SOQ package include, but are not limited to, the following:

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal
- It does not include a reproducible master and the required number of copies;
- All responses to an item are not completed;
- Required license information is not submitted with the SOQ package;
- Required authorizations and certifications for the SOQ package are not properly completed and signed.
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFQ are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFQ (Attachment B).

Scores assigned based on evaluation criteria will then be converted to a ranking score. For purposes of identifying the firms to be interviewed, staff will determine the ranking hierarchy based on the cumulative ranking score received by each firm. At a minimum, the top three ranked firms will be invited to interview. In the event that less than three firms are qualified, all qualified firms will be invited to interview.

Information obtained from references, client contacts, project inspectors and regulators significantly influences the ranking of responsive firms. Proposers shall provide the name and current telephone number of references that can confirm the accuracy of experience and qualifications listed in the SOQ. Employees of Proposer, or employees of entities legally associated with the Proposer, will not be considered valid references. References that are inaccurately listed (e.g., inappropriate contact person or incorrect telephone number) will be disregarded. Experience that cannot be confirmed by CIWMB staff will be disregarded.

Oral Interviews

Proposers selected for interviews will be notified in advance of the time and place that the interviews will be conducted. Interviews will include discussion and evaluation of qualifications and methods for furnishing the required services. Proposers will also be notified of additional information, if any, to be provided at the interview. Failure to appear at the interview will be considered non-responsive and the Proposer may be eliminated from any further consideration.

EVALUATION AND SELECTION CONTINUED

Oral Interviews (continued)

Each committee member will independently score the interviewees' qualifications based on the criteria identified in Attachment B, and when appropriate, supplemental questions. Scores assigned will then be converted to a ranking score. For purposes of identifying the most qualified firm, staff will determine the ranking hierarchy based on the cumulative ranking score received by each interviewed firm. In the event of a tie, the Selection Committee will be reconvened to review the scores and identify the firm deemed most highly qualified to provide the services required.

Negotiating of Contracts

CIWMB staff will request a detailed Fee Proposal from the highest ranked firm. CIWMB staff will prepare the State's estimate of fees prior to negotiations. The CIWMB staff estimate will remain confidential until award of the Agreements or abandonment of any further procedure for the services to which it relates. The Proposer's Fee Proposal shall include appropriate wage rates for office support personnel and appropriate markup rates to be utilized in the performance of the Agreement.

CIWMB staff will attempt to negotiate an agreement with the highest ranked firm. If an agreement is reached, staff will recommend to the Board that the selected firm be awarded the Agreement. If an agreement cannot be reached with the firm, negotiations will formally be terminated with that firm. Negotiations will then begin with the next highest ranked firm. Failing accord, negotiations shall be terminated. This process will be repeated as necessary until negotiations have been terminated with all interviewed Proposers. Should CIWMB staff be unable to negotiate a satisfactory agreement with all of the interviewed Proposers, CIWMB staff may select additional firms in the manner prescribed above and continue the negotiation procedure until an agreement is reached, or negotiations on this RFQ are terminated by the CIWMB.

Award of Agreement

Award of the Agreement shall be to the highest-ranking firm meeting all the requirements of this RFQ after successful negotiations have been completed.

The CIWMB and/or Board reserve the right to not award the Agreement.

The following forms and information will be required prior to the CIWMB's execution of the Agreement:

1. Payee Data Record (Standard Form 204);
 2. Evidence that the Contractor has either met the participation goals (Attachment F) or made a good faith effort to meet the goals (Attachment G) identified in Section III, of this RFQ;
 3. Verification of Worker's Compensation Insurance; and
 4. Certificate(s) of Insurance.
-

Notice of Intent to Award

The CIWMB will post a notice of intent to award this Agreement five (5) working days prior to the award being made.

Notice of the intent to award will be posted on the CIWMB's website at www.ciwmb.ca.gov/contracts and at the headquarters building noted in Section I.

EVALUATION AND SELECTION CONTINUED

Rejection of Award If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, the CIWMB may deem that the Proposer has rejected the award.

The CIWMB reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

Proposer Notifications The CIWMB will notify all Proposers of the outcome of their proposal submittals, prior to posting the notice of intent to award.

Execution of Agreement After the Contractor receives the Agreement for execution, it shall be signed by the Proposer and returned within 10 days, not including Saturdays, Sundays and legal holidays. If the Proposer fails to enter into a contract within this time period, the CIWMB may deem the Proposer to have rejected the Agreement. At that point, the CIWMB may disqualify the Proposer and negotiate and award the Agreement to the next most qualified Proposer.

Start of Work When the Agreement has been approved by the CIWMB, a fully executed copy of the Agreement will be mailed to the Contractor. Upon receipt of a fully executed Agreement, Program staff may provide the Contractor with Work Orders for work described in this RFQ.

Protest of Award A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed within the five (5) day period of the notice of intent to award timeframe.

Within five (5) days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Agreement will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn; Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

California Integrated Waste Management Board
Attn; Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7644
Email contracts@ciwmb.ca.gov

SECTION V**DESCRIPTION OF WORK**

Work to be Performed The primary purpose of this contract is to promote the use of waste tires in various civil engineering applications. Through this contract the CIWMB will hire an engineering Consultant to help provide education, design and technical assistance to local and state government agencies and private entities, which want to use Tire Derived Aggregate (TDA) in civil engineering applications. The engineering consultant will also provide construction oversight on projects, in which shredded tires are used as lightweight fill, vibration attenuation layers, erosion control and other civil engineering application.

The consultant will need to have extensive experience in the use of waste tires in various civil engineering applications. The selected engineering consultant will be responsible for providing education, design and technical assistance to, local and state government agencies and the private sector on civil engineering projects that incorporate waste tires. The consultant will also be responsible for collection and analysis of tire shred samples for Quality Assurance/Quality Control purposes. The consultant must supply construction management to oversee projects using tires shreds in civil engineering applications. This consultant must have technical expertise regarding seismic issues.

A number of projects have been identified, including, but not limited to: retaining wall construction and landslide repair work where the engineered solution incorporates light weight fill; the use of TDA as a vibration attenuation layer below light rail systems; and the use of TDA in landfills where traditional aggregate applications are replaced with TDA. The Contract will be used to provide engineering design and construction oversight assistance on TDA projects. The contractor will be responsible for overseeing TDA placement and installation of monitoring instrumentation which are used to collect data, and to evaluate the performance of the TDA used in these projects. This Contract may be used for all aspects of construction management and Quality Assurance/Quality Control (QA/QC) dealing with a TDA project.

Tasks Identified

Type of work anticipated includes, but is not limited to:

- 1) Civil Engineering Design
- 2) Educational classes dealing with the design and installation of TDA in Civil Engineering Applications
- 3) QA/QC of tire shredding production;
- 4) QA/QC of tire shred/light-weight fill placement at project site;
- 5) Coordinate shredding, stockpiling and hauling of TDA fill material;
- 6) Supply TDA material for selected projects through a competitive bid process;
- 7) Coordinate environmental issues with regulatory agencies;
- 8) Construction management, including daily work logs and construction reports;
- 9) Install monitoring instruments in the TDA projects;
- 10) Conduct long term monitoring of tire shred project; and
- 11) Services for oversight, testing, sampling and coordination with local agencies.

DESCRIPTION OF WORK CONTINUED

Tasks Identified (continued)

The tasks listed above may be required at several different sites at the same time. Firms interested in this Contract must be able to provide staff with technical abilities and in sufficient numbers to ensure cost effective and timely project completion.

All work under this Agreement will be performed through Work Orders issued to the Contractor. When Program staff determines the need for services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order costs will be determined after discussions between the Contractor and Program staff and the preparation of a cost estimate by the Contractor.

The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify Program staff of any condition or event that may interfere with completion of the work, or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by CIWMB staff, will not be considered for compensation.

Contract/Task Time Frame

It is anticipated that this Contract will be awarded in April 2009 and expire in May 2012. No specific timeframe can be estimated for each task since they are specific to each project to be completed under this Contract.

Control of Work

1. The CIWMB Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CIWMB Contract Manager when the Contractor fails to complete orders required by this Agreement.

2. The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CIWMB Contract Manager approval is required.

DESCRIPTION OF WORK CONTINUED

Damages Due To Errors And Omissions

1. Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for the CIWMB's costs resulting from errors or deficiencies in designs furnished under its Agreement.
2. When a modification to a remediation contract is required because of an error or deficiency in the services provided under this A&E Agreement, the CIWMB Contract Manager (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
3. The CIWMB's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the CIWMB's interest. The Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

Payment

The Contractor receiving award of this agreement will be reimbursed in arrears for services satisfactorily rendered and approved by the CIWMB Contract Manager, as promptly as fiscal procedures will permit upon receipt by the CIWMB Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Work Order.

Rental Equipment

Rental equipment may be warranted for remediation of certain sites. Payment for rental equipment at invoice rates may be allowed by Contract Manager after review of pertinent information provided by the Contractor. This information includes a minimum of three (3) quotes from rental firms. A separate allowance may be permitted for fuel and lube of rental equipment if those costs are not included in the rental agreement. This information shall be included in the Work Plan. A markup to be negotiated, but not to exceed 15 percent, will be allowed for this equipment. If allowed by the Contract Manager, acceptable equipment rates and agreement conditions will be included in the Work Order for site remediation.

Insurance

Contractor shall maintain the following insurance policies throughout the life of the resulting Agreement:

1. General Liability and Umbrella Insurance, with the following limits:
 - a. \$1,000,000 for each occurrence
 - b. \$2,000,000 general aggregate
 - c. \$5,000,000 umbrella or excess liability
2. Worker's Compensation Insurance, with the following limits:
 - a. \$1,000,000 for each accident for bodily injury by accident
 - b. \$1,000,000 policy limit for bodily injury by disease
 - c. \$1,000,000 for each employee for bodily injury by disease
3. Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles, with single limit of liability not less than \$1,000,000.
4. Professional Liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

The Contractor shall provide the Contracts Unit, within ten (10) days after notification of the CIWMB's intent to award the Agreement, Certificates of Insurance for each of these insurance policies. The Agreement will not be fully executed nor can work begin until these Certificates of Insurance have been provided to the CIWMB. The State of California, its officers, agents and employees shall be included as additional insured under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under the Agreement.

In the event said insurance coverage expires or is cancelled at any time or times during the term of the Agreement, the Contractor shall, at least thirty (30) days prior to said expiration or cancellation date, provide a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement. New certificates of insurance are subject to approval by the CIWMB. The Contractor agrees that no work or services shall be performed prior to the receiving of such approval. In the event the Contractor fails to keep in effect at all times the insurance coverage as herein provided, the CIWMB may in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event. The State of California will not be liable for payment of any premiums or assessments on any of these policies.

COST AND PAYMENT PROVISIONS CONTINUED

Records

The Contractor shall furnish completed daily work reports on acceptable forms to CIWMB staff for each day's work. Daily work reports shall itemize the materials used, labor and equipment hours of both Contractor and subcontractor employees and equipment.

A separate report will be maintained by CIWMB staff. At the end of each workday the work reports shall be compared and any discrepancies resolved. Resolved work reports shall be signed by the Contractor's site superintendent and a copy shall be provided to CIWMB staff. When these daily work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on audits or reviews.

Material charges shall be substantiated by valid copies of vendors' invoices, which shall be submitted with Contractor's billings and shall include vehicle weight or load slips or record of measurement by vehicle number.

State Income Tax Withholding

Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

"One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as the end product or final result of work."

SECTION VII**DEFINITION AND TERMS**

General

Unless the context otherwise requires, wherever in this RFQ or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
CIWMB	California Integrated Waste Management Board
PCC	Public Contract Code
RFQ	Request for Qualifications
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFQ, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Board

Members of The California Integrated Waste Management Board.

Cal EPA

The California Environmental Protection Agency

CIWMB

The California Integrated Waste Management Board.

CIWMB staff

Staff of the California Integrated Waste Management Board involved in the implementation of this contract or representatives of Consultant to the California Integrated Waste Management Board as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with the CIWMB to provide work pursuant to this RFQ or his or their legal representatives.

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services.

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

DEFINITION AND TERMS CONTINUED

Contractor	A party contracting with the awarding agency. Vendor is often used synonymously with contractor.
Director	The Executive Director of the California Integrated Waste Management Board, or his/her designees. Any references to Executive Officer shall mean the Executive Director and/or designated officer.
Disabled Veteran Business Enterprise (DVBE Certified)	A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
Legal Holidays	Those days designated as State holidays in the Government Code.
Project Manager	Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to the CIWMB.
Scope of Work	The description of work required of a contractor by the awarding agency.
Small Business (Certified)	A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.
State	The State of California.
State Contract Law	The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.
Subcontractor	A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

ATTACHMENTS

**Statement of Qualifications
Civil Engineering and Construction Management Services For The Tire Derived
Aggregate Applications Contract,
Contract IWM08028**

A. GENERAL INFORMATION

1. Identification of company submitting this Statement of Qualifications:

Name of firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

2. Person authorized to execute an agreement for the company:

Name: _____

Title: _____

3. Type of company (must be one of the following, check applicable):

☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

Are you a Certified Small Business? _____

If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services ,complete Attachment F

And list your SB Reference No. _____

Are you a Certified Disabled Veteran's Business Enterprise? _____

If "YES" attach approval letter from Office of Small Business and Disabled Veteran's Business Enterprise Services, complete Attachment F

And list your DVBE Reference No. _____

4. Taxpayer federal employer identification number: _____

5. Year organized: _____

6. Under what other or former names has your company operated:

Name of former company:

Dates of operation:

7. Identify total number of current permanent employees: _____

Construction: _____

Administration: _____

Engineering: _____

Highest manpower level in past five years: _____

Lowest manpower level in past five years: _____

8. Identify parent company, if applicable:

Name of firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

State in which incorporated: _____

9. Agent for Service of Process in California:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Fax No.: _____

10. If a corporation, complete the following:

Date of incorporation: _____

State(s) in which incorporated: _____

11. If a partnership, complete the following:

Date of organization: _____

Type of partnership: ☐ General ☐ Limited

List names and addresses of all partners:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

12. If a joint venture, list names and addresses of all partners in the joint venture (attach additional sheets if necessary):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

B. LICENSING/HEALTH & SAFETY INFORMATION

1. One registered Professional Civil Engineering (PE) currently licensed through the California Board for Professional Engineers and Land Surveyors issued within the State of California is required. Complete the following:

Licensee(s): _____

License Number(s): _____

Expiration Date(s): _____

2. Do you have a written company Illness and Injury Prevention Program? ☐ Yes ☐ No
If yes, is it signed by a certified Industrial Hygienist? ☐ Yes ☐ No
Do you employ a full-time certified Industrial Hygienist? ☐ Yes ☐ No

3. What is your OSHA lost-time injury/illness incidence rate for the last 3 years? _____

4. What is your OSHA recordable injury/illness incidence for the last 3 years? _____

5. What is your Workers Compensation Insurance Experience Modification Rate (EMR) for the past 3 years?

C. FINANCIAL INFORMATION

1. Submit a notarized written statement from your financial institution(s) on letterhead stating the following information:
 - A. Name of company;
 - B. Date account(s) were opened;
 - C. Line of credit? ☐ Yes ☐ No
 - D. Does the company keep a well-balanced financial position at the bank?
☐ Yes ☐ No
2. Submit an audited or reviewed financial statement, including the Proposer's latest balance sheet and income and expense statement dated within the last 12 months showing the following items (annual reports will not be accepted and will be considered unresponsive):
 - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - B. Net fixed assets.
 - C. Other assets.
 - D. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - E. Other liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and related earnings).
 - F. Name of firm preparing financial statement and date thereof.
 - G. Is this financial statement for the proposing organization. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).
3. Has your company or any of its principals petitioned for bankruptcy within the last 7 years?
☐ Yes ☐ No

If yes, enter the date(s): _____

D. PROJECT EXPERIENCE

Include appropriate experience for both the submitting entity and any proposed subcontractors in this part of the Statement of Qualifications. Reproduce this page for each project listed and add a supplemental numbering system at the bottom of the page (e.g., six projects listed, first page would be SOQ-6, Sheet 1 of 6).

To be considered in the evaluation, projects must meet the following requirements:

1. Involves types of work listed in Section V, Scope of Work, of the RFQ.
2. Be successfully completed within the last 5 years.
3. Be of a minimum contract amount of \$100,000 for the submitting entity or \$25,000 for subcontractors.

Include the name and current telephone number of a client representative who is familiar with the project and can attest to the participation, quality of work, and timeliness of the submitting Contractor or subcontractor in performing the work.

Name of entity claiming experience: _____

Project name/location: _____

Name of client (owner or prime Contractor): _____

Client contact and current telephone number: _____

Contract amount (listed entity only): _____

Percent of work performed with your entity's resources: _____

Type of work (mark all that apply):

- | | |
|---|---|
| <input type="checkbox"/> QA/QC of tire shred placement | <input type="checkbox"/> Construction management |
| <input type="checkbox"/> QA/QC of tire shredding production | <input type="checkbox"/> Installation of monitoring instruments |
| <input type="checkbox"/> Site grading design | <input type="checkbox"/> Monitoring of instrumentation |
| <input type="checkbox"/> Coordination of TDA supply | <input type="checkbox"/> Evaluation of performance of TDA |
| <input type="checkbox"/> Civil Engineering Design Services | <input type="checkbox"/> Engineering Stability Analysis |

Experience

☐ Other (must be SOW related) _____

Brief description of the project and your entity's participation: _____

Were liquidated damages applied to the project? ☐ Yes ☐ No

If yes, explain: _____

E. LITIGATION/CLAIMS INFORMATION

1. List any projects in which your entity or any of its principals is currently involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

2. List any projects within the last five years in which your entity or any of its principals has been involved in litigation. Identify lawsuits by name, number, parties, and your claim or participation. (Attach additional copies of this page if required)

Project name: _____

Project location: _____

Lawsuit name: _____

Lawsuit number: _____ Date of lawsuit: _____

County/state where filed: _____

Parties involved: _____

Lawsuit claim: _____

3. Has your company ever been terminated or unilaterally elected to terminate from a project before completion? If so, complete the following adding additional pages as necessary:

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

Project name: _____

Project location: _____

Client: _____

Address: _____

Contact name/current telephone no.: _____

Date of termination: _____

Reason for termination: _____

F. PERSONNEL & ORGANIZATIONAL INFORMATION

Attach an organization chart indicating the Project Manager and other staff designations as required by the RFQ. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Only personnel listed on the organizational chart may attend interviews and negotiation meetings. Each resume shall include, at a minimum, the following:

1. **Current position in the firm.**
2. Experience for at least the last 5 years.
3. Major projects and accomplishments.
4. Education and special training.
5. Professional Registrations, include certificate number(s).
6. Professional affiliations.

G. ACKNOWLEDGMENT/AUTHORIZATION FORM

The undersigned acknowledges that submittal of this Statement of Qualifications constitutes an irrevocable offer for a 90-day period for the Board to award the Contract.

The undersigned acknowledges that he/she has read all of the requirements set forth in the Request for Qualifications, including the Standard Agreement, and that, if awarded the Contract, shall comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CIWMB in verification of the recitals comprising this Statement of Qualifications and also hereby authorizes the CIWMB to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Print Name of Authorized Representative

Name of Organization

Signature of Authorized Representative

Location Where Signed

Title of Authorized Representative

Date Signed

Telephone Number

Acknowledgment of Addenda:

Addendum No.

Signature

Scoring Criteria
Civil Engineering and Construction Management Services For Tire Derived
Aggregate Applications Contract,
Contract IWM08028

Contractor/Company Name: _____

CRITERIA	MAXIMUM POINTS
Overall professional experience, reliability, and continuity of the firm as related to the tasks described in the RFQ	20
Professional experience of the firm in executing contracts of a similar nature.	15
Adequacy of personnel numbers within specific disciplines required to complete the work required by the RFQ and the adequacy of number of principal(s) which are intended to be assigned in the contract.	20
Experience and training of key personnel as related to the work described in the RFQ and knowledge of applicable regulations and technology associated with the contract.	15
Quality and timeliness of recently completed or nearly completed projects, which were similar to the work described in the RFQ.	10
Specialized qualifications for the services to be performed.	10
Knowledge of applicable regulations and technology associated with the contract.	15

Compliance With Government Code, Section 87100

Government Code, Section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict of interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with the CIWMB. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by the CIWMB, or who may have a financial interest in the policies and programs of the CIWMB, and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Proposer and its subcontractors (if any) will be required to file statements of economic interests with the CIWMB upon award of the Contract. The CIWMB will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA

<u>Client Name</u>	<u>Contract</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A determination by the CIWMB that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

Public Contract Code Section 10162 - Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes ☐ No

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes ☐ No

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative

Printed Name and Title

**Certification Of Small Business/Disabled Veteran's Business Enterprise (DVBE)
Requirements**

The undersigned acknowledges that he has read all of the requirements set forth in the Request for Qualifications and, if awarded this Agreement, he will comply with the State's Small Business/DVBE requirements or make good faith efforts to meet these goals.

I certify under penalty of perjury that the foregoing is true and correct. This certification is made under the laws of the State of California.

Name of Organization

Signature of Authorized Representative

Location where signed

Printed Name and Title

Date

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

Please Note: This form is only required at the time of SOQ submittal if the prime contractor has identified sub-contractors to be used during the course of the agreement or if the prime contractor is certified as a small or disabled veteran business enterprise

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.

Demonstration of Good Faith Efforts

Check only one: ☐ Small Business ☐ Disabled Veteran Business Enterprise

*Use same template, but submit separate forms for SB and DVBE efforts for each **work plan** submitted, checking the appropriate box above. **Note: This form must be submitted if the participation levels indicated on the SB/DVBE Participation Summary form are less than 25% for SB and 3% for DVBE on any Work Plan.***

[illegible]

Demonstration of Good Faith Efforts (Cont'd)

5	SB/DVBE firms which were available and considered.
<div style="margin-bottom: 10px;"> Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____ </div> <div style="margin-bottom: 10px;"> Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____ </div> <div> Name of Firm: _____ Person Contacted: _____ Nature of Work: _____ Telephone No.: _____ Results of Contact: _____ Reasons if Rejected: _____ </div>	

Please Note: This form is only required at time of SOQ submittal if the contractor has made a concentrated effort to solicit sub-contractors to be used during the course of this agreement.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 10/08 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included. ***Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.***

-
- ☐ Signed cover letter printed on company letterhead
 - ☐ All documents submitted double-sided on paper with a minimum of 30% post-consumer recycled content fiber, as attested to in the cover letter
 - ☐ Copy of Required License(s) - Business License in the State of California
Engineers and land surveyors performing professional duties must be licensed in the State of California. Again all licenses/certifications must be current
 - ☐ Notarized Statement from Financial Institution
 - ☐ Audited or Reviewed Financial Statement
 - ☐ Resumes of Key Personnel
 - ☐ Organizational Charts
 - ☐ Attachment E, SB/DVBE Participation Requirements Certification
 - ☐ Attachment A, Statement of Qualifications
 - ☐ Attachment C, Government Code Section 87100 Form
 - ☐ Attachment D, PCC Section 10162 Questionnaire, PCC Section 10285.1 Statement, and Non-Collusion Statement
 - ☐ Client References
-

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFQ:

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
 - ☐ Three (3) bound copies of the Proposal package marked "Copy".
 - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
 - ☐ Certification of Enterprise Zone Act Preference
 - ☐ Certification of Target Area Contract Preference Act
 - ☐ Certification of Local Military Base Recovery Area Act Preference
-

The following forms may not be required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment H)
- ☐ Payee Data Record (Standard Form 204)
- ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary, Attachment F
- ☐ Demonstration of Good Faith Efforts, Attachment G *Submit form(s) only if participation level is below 25% for SB and/or 3% for DVBE. Submit separate forms for SB and DVBE and mark appropriate box at top of form.*

**Teleconference Participation
NOTIFICATION FORM**

All contractors interested in participating in the teleconference must notify the contact person for this RFQ by 5:00 p.m. on January, 13th, 2009 by submitting this form. The completed notification shall be faxed, e-mailed or mailed to:

Shelly Lewis
916.341-6649--phone
916.319-7503--fax
contracts@ciwmb.ca.gov

Failure to provide this notification by the specified date and time, or failure to include the necessary information will result in the contractor being restricted from participating in the teleconference.

Company Name _____

Contact Person _____

Company Address _____

Telephone Number _____

E-mail Address _____

The undersigned hereby authorizes the above named company representative to participate in the teleconference for this RFQ.

Authorized Signature

Date